

# Agenda Item Form

Agenda Date: 08/17/04

Districts Affected: All

Dept. Head/Contact Information: Municipal Clerk, Richarda Duffy Momsen, (915) 541-4127

## Type of Agenda Item:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Resolution                           | <input type="checkbox"/> Staffing Table Changes              | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements           | <input type="checkbox"/> Tax Refunds                         | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement     | <input type="checkbox"/> Budget Transfer                     | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use         | <input type="checkbox"/> Bldg. Permits/Inspection            | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other <u>Independent Contractors</u> |  |  |

## Funding Source:

- ☒ General Fund  
☐ Grant (duration of funds: \_\_\_\_\_ Months)  
☐ Other Source: \_\_\_\_\_

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority:   ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

The Municipal Court is required to provide court interpreters per Article 38.30. [733] [816] [796] of the Texas Code of Criminal Procedure.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Budgeted for FY05

## Statutory or Citizen Concerns:

None anticipated

## Departmental Concerns:

None anticipated

**JOE WARDY**  
MAYOR



**CITY COUNCIL**

**SUSAN AUSTIN**  
DISTRICT NO. 1

**ROBERT A. CUSHING, JR.**  
DISTRICT NO. 2

**JOSE ALEXANDRO LOZANO**  
DISTRICT NO. 3


**JOHN F. COOK**  
DISTRICT NO. 4

**DANIEL S. POWER**  
DISTRICT NO. 5

**PAUL J. ESCOBAR**  
DISTRICT NO. 6

**VIVIAN ROJAS**  
DISTRICT NO. 7

**ANTHONY W. COBOS**  
DISTRICT NO. 8

TO: Mayor Joe Wardy and City Representatives  
FROM: Richarda Duffy Momsen, Municipal Clerk   
SUBJECT: Contracts for Court Interpreters on August 17, 2004 City Council Agenda  
DATE: August 12, 2004

On the City Council Agenda for August 17, 2004 will appear nine contracts for certified, licensed court interpreters. These contracts were approved by the Civil Service Commission at their August 12, 2004 meeting. El Paso Municipal Court is required under Chapter 57, Subchapter A, 57.002 of the Local Government Code to provide a certified interpreter to defendants who request one at court hearings and trials.

The interpreters are licensed through the Texas Department of Licensing and Regulation. They serve among the five trial courts and two arraignment sessions at three locations: 9600 Dyer, 810 E. Overland and 601 East Overland. They are part-time, on-call contractors who serve according to the fluctuating demand for their services from 7:00 a.m. to 8:30 p.m. among the three locations.

Due to the competing demand for services for licensed interpreters among the federal, district, county, municipal courts and other governmental entities and among private attorneys, it is necessary for El Paso Municipal Court to have a pool of interpreters from whom to draw for the on-call service. Else wise we may be unable to provide an interpreter at the time and place the defendant has requested one. It is common for the interpreters to substitute among themselves when scheduling conflicts arise. They are paid \$40.00 per hour and \$10.00 for each quarter hour.

I am available at 541-4127 if I may answer any additional questions.

|                 |             |   |
|-----------------|-------------|---|
| Funding Source: | Department: | 11010011 – Municipal Court Administration |
|                 | Fund:       | 01101 – General Fund                      |
|                 | Account:    | 502215 – Outside Contracts                |
|                 | Class:      | 11000                                     |

Districts affected: Defendants in all Districts

CC: Jim Martinez, CAO  
Lisa Elizondo, City Attorney  
Adrian Ocegueda, Executive Assistant to the Mayor

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a contract between the **CITY OF EL PASO** and **RAFAEL CARRILLO** as a Court Interpreter for the Municipal Court at an hourly rate of \$40.00 and partial hours after the first hour prorated at \$10.00 per fifteen minute periods. The Contract period shall be from September 1, 2004 through August 31, 2005.

ADOPTED this 17<sup>th</sup> day of August, 2004.

CITY OF EL PASO:

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

**INDEPENDENT CONTRACTOR CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **RAFAEL CARRILLO** hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City, on behalf of Municipal Court, desires to engage the Contractor as a Court Interpreter; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. The Contractor shall perform the duties as stated in Attachment "A", Scope of Services, attached hereto and made a part hereof, under the terms and conditions hereinafter stated, and the Contractor hereby accepts and agrees to perform such services for the Municipal Court in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of the Contractor are to commence on or about September 1, 2004 and be completed by August 31, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid Forty and 00/100 Dollars (\$40.00) per hour and partial hours after the first hour prorated at Ten and 00/100 Dollars (\$10.00) per fifteen minute periods. Employee work hours will vary according to the court's schedule.

The City will provide no fringe benefits. Employee agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The places where such services are to be performed is in the City of El Paso, Texas or such other places as may be necessary to fulfill the terms of this Contract.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. LAW GOVERNING CONTRACT. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Contractor of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Contractor at the following addresses:

CITY: Municipal Court  
Attn: Municipal Clerk  
810 East Overland  
El Paso, Texas 79901-2560

CONTRACTOR: Rafael Carrillo

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso, Texas  
this 17<sup>th</sup> day of August, 2004.

CITY OF EL PASO

ATTEST:

\_\_\_\_\_  
Joe Wardy  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CONTRACTOR:

\_\_\_\_\_  
Rafael Carrillo  
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Richarda Duffy Momsen  
Municipal Clerk

APPROVED BY THE CIVIL SERVICE COMMISSION:  
Date: August 12, 2004

By: \_\_\_\_\_  
Secretary

## OBJECTIVE

### COURT INTERPRETER (CONTRACT) SPANISH

## EMPLOYMENT

TRANSLATOR/INTERPRETER/MONITOR/FOUNDER  
*CARRILLO TRANSLATIONS*

1993-PRESENT  
EL PASO, TX

Develop and implement marketing strategies. Target and acquire new accounts. Contract, schedule, evaluate and supervise interpreters for existing clients. Translate, transcribe and interpret under contract with the Office of Hearings and Appeals of the S.S.A., United States Immigration and Naturalization Service, Federal Bureau of Investigations, United States Customs Service and the Drug Enforcement Administration. Translate public documents such as vital records, city ordinances, court records, powers of attorney and affidavits. Provide simultaneous, consecutive and summary interpretation in court and conference settings.

Intercept, monitor, analyze, summarize, and translate live and recorded electronic communications. Translate and provide verbatim transcriptions of intercepted communications. Perform quality control of transcriptions, intelligence and electronic surveillance materials prior to presentation as evidence in Court. Prepare, maintain and organize line sheets, running logs, audio tapes and perform supervisory and administrative duties. Gather vital intelligence acquired during electronic surveillance operations. Current and past contractors include PSC, RET, CLP, CTI, MCNEIL, SOS, T3, City of El Paso, Berlitz, and Bowne Global solutions.

TRANSLATOR/ INTERPRETER  
*BERLITZ INTERNATIONAL, INC.*

1996-PRESENT  
Washington, D.C. 20036

Perform consecutive and simultaneous interpretations for the Executive Office of the Immigration Judge during removal, asylum, credible fear and relief hearings in courtroom settings, detention facilities and via teleconferencing equipment. Provide administrative and clerical support during court hearings. Perform telephonic interpretation for Immigration Court hearings.

## SKILLS

- Familiar with word processing software such as Word Perfect 9.0, Microsoft Word, Corel presentations, Microsoft Quattro, Quickens and many other highly used office automation programs.
- An experienced operator of triple analog tape-recording equipment, transcribing equipment, *Pen-link* and the state of the art *JSI* and *Converse T2-S2* monitoring systems and software.
- An experienced user of simultaneous interpretation equipment.
- Experienced in interpretation during interrogation of individuals by law enforcement personnel, in detention facilities and the field.
- Licensed by the Texas Department of Licensing and Regulation as a Court Interpreter
- Hold a current Security Clearance with the US Department of Justice and Department of Homeland Security.